



# ROCK ON MUSIC SUMMIT

ROCKHAMPTON 2009



## TERMS AND CONDITIONS OF ENTRY:

### THE ENTRANTS:

1. By entering the competition, the entrant agrees to and accepts these terms and conditions.
2. ROCKon Song Awards is open to all Central Queensland residents from Bundaberg in the South to Mackay in the North, Gladstone in the East and Emerald in the West (including Theodore, Clermont and Moranbah).
3. Entry is free however only a maximum of three songs can be submitted per artist or group.
4. Entries must be made by filling out all the forms on the web site. Recorded material may be submitted by email, post or hand delivered. All entries must include all contact details, track titles and the names of all songwriters.
5. If the entrant is under 18, the signed written approval of a parent or guardian is required.
6. Where a song has lyrics, the lyrics are to be clearly titled, the text typed or printed legibly in English, with the entrants contact details and submitted in either digital or printed form and accompany the song submission.
7. The following genres, including instrumental versions are eligible: Pop, Rock, Country, Punk, Metal, Hip-Hop/R&B, Jazz, Folk, Ballad, Blues/Roots/World, Gospel/Soul, Dance and Alternative.
8. Closing Dates: Emailed entries must be received by midnight Monday 18 May 2009, posted entries postmarked on Monday 18 May 2009, or dropped off at the Rockhampton Art Gallery by the close of business during gallery hours Sunday 17 May 2009.
9. ROCKon organisers reserve the right to extend the contest deadline should it be necessary. Any such extension will be announced on the web site.
10. Entry Media: All songs are to be recorded and submitted either as an MP3 audio file emailed to [entry@rockon.org.au](mailto:entry@rockon.org.au) with the entry form, or on CD format and posted to "ROCKon Song Awards" PO Box 8128 Allenstown Qld 4700. Maximum email file size per song to be 4 MB. Submitted songs on CD may be compressed to max 4 MB MP3 format for email distribution to the judges. ROCKon organisers accept no responsibility in any degradation in quality in any file quality from CD to MP3 in this case. Cassette recordings will not be accepted. It is the entrant's responsibility that the submitted material is complete and playable. ROCKon organisers hold no responsibility for entries that are late, lost, that do not arrive, or that are stolen or misappropriated.

### COPYRIGHT:

11. The song must be an original composition and must not infringe any copyright or any other rights of any third party. In the case of co-authorship, entry must be made under the name of the principal songwriter only, with all co-authors acknowledged. The entrant, by entering the competition shall indemnify ROCKon organisers against any claim from a co-author not acknowledged in the entry.
12. The entered song shall be unpublished and free of any claim by any third party which could prevent unencumbered entry.
13. All copyrights remain the property of the songwriter/s
14. The copyright in the new recording of the winning song produced and recorded as a prize for winning the competition shall be the property of the performing artists provided appropriate acknowledgement of the producers, ROCKon and major sponsors is included in any marketing or use of the recording, and an industry standard producers production fee from sales of the recording, is paid to the producer.

### THE FINALISTS:

15. All potential finalists will be contacted prior to their announcement to confirm their availability to perform at the Pilbeam Theatre as per Item 23
16. The finalists agree to have their recordings included on various web sites, and grant the ROCKon organisers the non-exclusive right, free of charge, to make entered songs available for download and streaming on these web sites.
17. All finalists agree to have their recordings included in a "People's Choice" competition where the public can vote for their favourite song.
18. The finalists will be announced 8 June 2009, however ROCKon reserves the right to extend the announcement should it be necessary. All finalists will be notified by email.
19. All finalists will be required to provide a photo and bio for promotional use.
20. The finalists agree to have their songs distributed to Publishing and Record companies by the ROCKon organisers, but ROCKon is under no obligation to do so.

### THE WINNER:

21. The winner and the People's Choice winner will be announced on Monday 29 June 2009
22. The winner will register the winning song with The Australian Performing Rights Association (APRA).
23. It is the responsibility of the entrant of the winning song's to ensure the performers of the recording of the song will be available to do a sound check in the afternoon, and to perform for a minimum of thirty minutes in the evening, at the Pilbeam Theatre in Rockhampton, to support GANGgajang on Friday the 10 July 2009. ROCKon will provide the back line and production for this showcase performance but will not pay any travel or other costs. Rockon will pay the winning artist a fee for the performance of \$100 per person or solo artist, with a maximum of \$400 for a group.
24. Should the song be the overall winner, it is the author's responsibility to ensure the performers in the submitted recording of the song will be available at no cost to ROCKon to record the winning song. Should there be a change in the performers; the substitute performer must be of equal musical and performance ability.
25. Should the overall winner be not available to perform at the showcase support to GANGgajang due to unpreventable and documented circumstances, the showcase gig will be offered to the runner up. The overall winner will still be eligible to the other benefits of the contest.

### OTHER CONDITIONS:

26. Entry material will not be returned to the entrants
27. ROCKon organisers and their families will not be eligible to enter the contest.
28. Judges decisions are final, and no debate will be entered into.